

TOWN OF BROOKLINE, MASSACHUSETTS - PURCHASING DIVISION
333 WASHINGTON STREET BROOKLINE, MA 02445

Request for Proposals

Website Design Consultant for the Brookline Public Library

Competitive sealed proposals are invited in accordance with the provisions of M.G.L. Ch. 30B for a Website Design Consultant for the Brookline Public Library, a Scope of Work is included. Proposers must adhere to the specifications as listed and enter pricing for all items included in the Pricing Proposal form.

Any questions pertaining to the specific items listed in this Request for Proposals are to be directed to Sara Slymon, Director, Public Library of Brookline at 617-730-2360.

Any questions pertaining to this Request for Proposal are to be directed to David C. Géanakakis, Chief Procurement Officer, Town of Brookline Purchasing Division, 333 Washington Street, Brookline, MA 02445, telephone (617) 730-2195, fax (617) 264-6446, email dgeanakakis@brooklinema.gov

Proposals may be held open for a period of one hundred twenty (120) days from the proposal due date unless award is made sooner or the time for award is extended by consent of all parties concerned. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

Proposals must be sealed, clearly marked and should be submitted to:

Town of Brookline
Town Hall, Purchasing Division
333 Washington St., 2nd Floor, Room 212
Brookline, MA 02445

The deadline for submission of proposals is Tuesday November 10, 2015 at 2:00 p.m.

Proposals received after that date and time will be rejected.

It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place.

NOTE: Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

Five (5) copies (1 original and 4 copies) of each proposal shall be submitted as follows:

Price proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope A – Price Proposal

Website Design Consultant for the Brookline Public Library

Reference #P-16-18

Bidder's Name _____

Technical proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope B - Technical Proposal

Website Design Consultant for the Brookline Public Library

Reference #P-16-18

Bidder's Name _____

Any interpretations of this RFP and information contained herein will be in the form of written addenda to the RFP. Requests for clarification or any questions about information contained in this RFP must be addressed in writing to the Purchasing Division.

No requests for information or questions will be accepted after Tuesday November 3, 2015 at 12 p.m. (noon). Any responses to Questions and Answers will be compiled and sent to all proposers who requested a copy of the RFP prior the due date.

Proposers must be qualified by experience, facilities and personnel to supply the specified services. The Town reserves the right to verify these capabilities prior to award to insure that qualifications are met.

Scope of Work

With the issuance of this RFP, The Public Library of Brookline is seeking a partner with whom to rethink, redesign, and reimagine its main online presence (<http://brooklinelibrary.org/>). This section of the RFP is intended to describe the overall project scope and proposed execution. It is expected

that the selected vendor will provide strategic guidance throughout the project, including advising Library staff if more effective solutions than those requested should be considered.

The Library's budget for this project is \$20,000. Preference will be given to bidders local to Massachusetts and/or who are able to provide on-site training for Library staff. The Library would also prefer to work with a vendor who has experience conducting usability studies.

Current State

Our current website was created for the Library by Clearpeak Interactive in 2007(?) and is hosted by EngineHosting. The site runs on version 1.7.3 of the ExpressionEngine content management system.

While the site provides basic functionality for Library staff and the public, the design is limiting, text heavy and dated. Despite being one of the most-widely used libraries in the state, the PLB website lacks the visual appeal expected from a major cultural institution and has a user interface that is unattractive and unwieldy for its patrons (from children to seniors). Navigation is often confusing and needs to be clarified/simplified. The site's design is not responsive, although a parallel mobile site was created approximately three years ago. The current CMS requires staff to edit HTML pages and lacks multiple levels of access to allow staff to contribute content seamlessly.

Key Goals

1. For all users

- a. The new website will feature a **responsive design**, allowing seamless access from all platforms (desktop, tablet, mobile phone, etc.).
- b. The new website will be **visually enticing** and easy to understand, reducing text in favor of smart graphic design elements and photography. Its design will appeal to a broad base of patrons - young and old.
- c. The new website will adhere to best practices in **web accessibility**, such as those published by the W3C Web Accessibility Initiative and the Association for Research Libraries, in order to assure that users of all abilities can use the website effectively.
- d. The new website will have an **intuitive, usable navigation system**, allowing users to find desired content quickly and easily.
- e. The new website will contain **useful, engaging, and meaningful content**, written for users and for the web.
- f. The new website will be **multilingual**, allowing translation of main content into Russian, Chinese (Mandarin), Hebrew, Spanish and other languages.
- g. The new website will assure maintenance of the Library's **brand identity** through modern, engaging graphic and web design.

2. For content editors

a. The new website will be built on an **open source content management system**, featuring an intuitive interface for multiple staff to add, update, and delete content.

b. The new website will support **multiple levels of admin access**, assuring that Library staff will only see the functions they need to accomplish their tasks.

c. Content editors will easily be able to integrate **multimedia** elements (photo, video, audio, other files) into the website.

d. Content editors will easily be able to **organize their work** by content type and taxonomy terms.

3. For administrators and technologists

a. The accepted proposal will include a plan for ongoing **hosting, maintenance** (e.g. software upgrades or OS patches) and **technical support** following the launch.

b. The new website will be **fast**; public-facing pages will load in 3 seconds or less on a 10 mbps connection.

c. The new website will be hosted in the **cloud** by a provider with a track record of **over 99% availability**.

d. The new website will be designed with **flexibility and interoperability** in mind, allowing for future enhancements and integration with external systems.

i. The website will interoperate with (at minimum):

1. Plymouth Rocket products (e.g.

EventKeeper)

2. The Minuteman Network Encore

discovery system

3. E-content platforms (e.g. OverDrive,

Hoopla)

4. BiblioBoards (digital collections)

5. Other databases (e.g. Gale products)

e. In addition to the production server, the new website will have a **sandbox instance** in order to allow testing of new features, content, and public display.

f. The new website will comply with **emerging web standards** like HTML5 and CSS3 (to the extent possible when working with a CMS), and make efforts to include standard frameworks such as Bootstrap for responsive design.

g. The new website will feature or integrate with a **robust analytics platform**, such as Google Analytics.

h. The new website will be designed for **search engine optimization**, assuring its easy discovery.

i. The new website will be **cross-browser compatible**, assuring coverage, minimally, for Chrome, Firefox, Internet Explorer, and Safari.

j. The new website will comply with best practices in CMS **security** and be served strictly over **HTTPS**. The site will also include a **backup and restore** mechanism.

4. User services and resources

a. The new website will feature meaningful, well-organized content showcasing the Library's services, resources, and associated entities, including but not limited to:

i. Library social media presences (Facebook, Twitter, Instagram, Tumblr)

ii. Library services and collections for core patron groups (children, teens, adults)

iii. Library services and collections for non-English speakers

iv. Featured Library resources (rotating)

v. Featured Library events (rotating)

vi. Library corollary organizations (Foundation, Friends, Trustees)

vii. "About us" information, including hours, directions, and contact information

Proposed Execution and Deliverables

1. Discovery Interviews

a. Interview key stakeholders regarding their current experiences (or lack thereof) with the Library's website, including:

i. Library users

ii. Library non-users

iii. Library staff

iv. Members of corollary organizations (Foundation/Friends/Trustees)

b. Deliver a report detailing findings, observations, and resulting recommendations.

2. Content Audit and Strategy

a. Conduct a content audit; deliver a report of discovered content and content gaps.

b. Deliver a report detailing a content strategy for the website and its integration with existing (or new) social media channels

3. Creative Brief

a. Deliver a report and/or presentation detailing the creative approach to the design of the new website, based on the above information-gathering exercises.

4. Technical Specifications

- a. Deliver a technical specifications document detailing all aspects of the inner workings of the new website.

5. Wireframes

- a. Deliver a minimum of three rounds of wireframes (for varying screen sizes), allowing at least one week between each for feedback.

6. Interface Design

- a. Deliver a minimum of three interface design proposals (for varying screen sizes), allowing at least one week between each for feedback.
- b. Based on the final design, provide templates detailing each content type, including the classes and IDs governing individual elements.

7. Agile Development

- a. During the development process, assure that prototype versions are made available for feedback on an ongoing basis.

8. Usability Testing

- a. Conduct usability tests according to industry best practices at regular intervals during the development process.

9. Content Migration

- a. Propose a plan to migrate selected content from the current website to the new one.

10. Staff Training

- a. Provide up to 12 hours of training to content editors and site administrators.

11. Launch Support

- a. Initially launch site in “beta” while old site is still live (at a URL like new.brooklinelibrary.org). Library staff will provide a link from old site to new.
- b. After determined period, cutover brooklinelibrary.org DNS name to point to new site.

Proposal Evaluation

An Evaluation and Selection Committee will evaluate the product proposal based on:

Vendor Qualifications and Experience Summary

Highly Advantageous (HA):

The vendor core team has broad experience (3 or more years) and demonstrated depth-of-knowledge of website design consulting services including current trends in public libraries. The vendor workload is clearly identified and will not adversely impact project implementation. The vendor has provided the required public library project references, and the vendor financial stability is strong.

Advantageous (A):

The vendor has demonstrated financial stability. The vendor core team has broad experience (1 or more years) and demonstrated depth of knowledge of website design consulting services as detailing

in this RFP. The vendor workload is identified and will not adversely impact project implementation. The vendor has provided the required website design references.

Not Advantageous (NA):

The vendor does not meet one or more of the following:

The core team lacks broad experience and depth of knowledge of the required website design consulting services

The workload may adversely impact project implementation.

The vendor has not provided the required project references.

Unacceptable (UA):

The vendor has not demonstrated financial stability, or vendor core team lacks experience and depth of knowledge of website design consulting services.

Project Management and Implementation Plan

Highly Advantageous (HA):

The Project Manager/Management Team has broad experience (3 or more years) in website design consulting services. The Vendor has provided a detailed timeline which includes target milestone completion dates and resource requirements. The Vendor Project Management Plan identifies and defines project meetings, reporting, and QA/QC procedures.

Advantageous (A):

The Project Manager/Management Team has broad experience (1 or more years) with implementation of website design consulting services. The vendor has provided a timeline that includes dates and resource requirements. The Vendor Project Manager/Management Team plan identifies project meetings, reporting, and QA/QC procedures.

Not Advantageous (NA):

The Project Manager/Management Team has limited experience in implementation of website design consulting services. The vendor has not provided a detailed timeline and descriptive project management plan.

Unacceptable (UA):

The Project Manager/Management Team has limited experience in implementation of website design consulting services. The Project Management Plan did not adequately describe project implementation.

Rejection of Proposals

The Town reserves the right to reject any and all proposals received in response to this RFP. A vendor proposal may be rejected if the vendor:

- Fails to adhere to one or more of the provisions established in the RFP.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.

- Fails to meet the minimum requirements as specified in this RFP.
- Fails to meet the minimum evaluation criteria as specified in this RFP.
- Fails to submit its proposal to the required address on or before the specified submission deadline.
- Misrepresents its services or provides demonstrably false information in its proposal, or fails to provide material information.
- Fails to submit required costs on the enclosed Cost Proposal Worksheet.

Execution of Contract

Upon the acceptance of a vendor proposal, the Town will create an agreement and submit the contract to the successful vendor for signing. In the event that the successful vendor fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from the Town, the Town may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.

Incorporated by reference into the contract which is to be entered into by the Town and the successful vendor pursuant to this RFP will be:

- a. All of the information presented in or with this RFP and the vendor response thereto, and
- b. All written communications between the Town and the successful vendor whose proposal is accepted.

A designated official of the vendor and the Town shall execute the contract.

Before the Town may execute a contract, the successful vendor will be required to provide its Federal taxpayer identification number (FID).

No Assignment

Assignment by the successful vendor to any third party of any contract based on the RFP or any monies due shall be absolutely prohibited and will not be recognized by the Town unless approved in advance by the Town in writing.

Confidentiality and Public Records Law

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a vendor in response to this RFP. Thus vendors who choose to submit confidential information do so at their own risk. All proposal documents or other materials submitted by the vendor in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Massachusetts Statutes.

Statement of Time

Time when stated as a number of days, shall include Sundays through Saturdays, excluding legal holidays. All times stated in this RFP is Eastern Standard Time.

Equal Opportunity Compliance

The Vendor shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c. 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. Individuals, whom are in need of auxiliary aids for effective communication in Town programs and services, may make their needs known to Robert Sneirson, at (617) 730-2328. Those who need effective communication services should dial 711 and ask the operator to dial the relevant Town Department

If a complaint or claim alleging violation by the vendor of such statutes, rules, or regulations is presented to the Massachusetts Commission against Discrimination (MCAD) the vendor agrees to cooperate with MCAD in the investigation and disposition of complaint or claim.

In the event of the vendor's non-compliance with the provisions of this section, the Town shall impose such sanctions, as it deems appropriate, including but not limited to the following:

- a. Withholding of payments due the vendor until the vendor complies; and
- b. Termination or suspension of any contract or agreement pursuant to this RFP.

Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. But the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Cancellation of Award/Termination

In the event any of the provisions of this proposal are violated by a vendor, the Chief Procurement Officer will give written notice to the vendor stating the deficiencies; and, unless the deficiencies are corrected within ten (10) days, the Town may terminate the contract. Upon cancellation hereunder, the Town may pursue any and all legal remedies as provided herein and by law.

Access to any and all work papers will be provided to the Town after the termination of the contract.

Default

In the event that any awarded vendor should breach this contract, the Town reserves the right to seek remedies in law and/or in equity.

Legal Requirements

The vendor shall be an independent, duly licensed and/or certified contractor and possess the staff, experience, equipment, and abilities to provide all needed services successfully.

The vendor and all employees and agents of the vendor shall fully comply with all Town, state, and federal laws and/or mandates applicable to the services to be furnished.

It shall be the responsibility of the vendor to be knowledgeable of all federal, state, Town, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the vendor will in no way be a cause for relief from responsibility.

Any vendor doing business with the Town is prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Insurance Requirements

The Contractor shall carry and maintain, for the life of this contract, all insurance as specified below, and in such form as covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by him/herself or by any person or anyone directly or indirectly employed by either of them. The coverage shall include the Town of Brookline as an additional insured and amounts of such insurance shall be as follows:

INDEMNITY

The contractor agrees to indemnify and defend the Town of Brookline and hold harmless the Town of Brookline from any and all claims, demands, loss, liability, causes of action, suits, judgments, liabilities and expense for property damages and/or injury to, or death of persons, arising or in any manner growing out of any of the contractor's activities in connection with work under this contract, as to the work of the contractor, his agents or employees. The contractor shall assume the defense and save harmless the Town of Brookline and its individual officers, employees or agents from said claims arising out of the work of the contractor. The Town reserves the right to select outside counsel to defend any such actions, such outside counsel being subject to the approval of the contractor and not to be reasonably withheld or delayed, to defend any such actions.

CONTRACTOR INSURANCE OBLIGATION

Prior to starting work on this contract, the contractor shall deposit with the Town of Brookline, certificates from insurers clearly stating that the required insurance policies have been issued to the contractor and will remain in effect during the time period required to complete the contract. The certificates must be in a form satisfactory to the Town. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, Owned, Non-owned and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, which ever are greater.

The contractor agrees to take all precautions for safety while conducting the work so as to prevent injuries or damages to persons or property on the assigned job site. The contractor agrees that he shall possess and maintain throughout the contract period/project insurance in the kinds and amounts as follows:

A. Commercial Liability:

General Aggregate:	\$2,000,000.00
Products Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Limit	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	\$ 100,000.00
Medical Expenses	\$ 5,000.00

B. Automotive - For all owned, non-owned, hired and leased vehicles:

Each Occurrence Combined Single Limit	\$1,000,000.00
or	
Bodily injury - each person	\$1,000,000.00
- each accident	\$1,000,000.00
Property damage - each occurrence	\$1,000,000.00

C. Umbrella:

Combined single limit	\$5,000,000.00
General aggregate	\$5,000,000.00

D. Worker's Compensation

Coverage A	STATUTORY
Coverage B Each Accident	\$ 500,000.00
Disease - Policy Limit	\$ 500,000.00
Disease - Each Employee	\$ 500,000.00

The contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the owner in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The Town of Brookline must be an additional insured on any such umbrella policy.

ADDITIONAL INSURED

The Town of Brookline must be named as an additional insured on the ENTIRE liability policy. The Insurance Certificate must be written in the name of the Town of Brookline as an Additional Insured in order to protect the interest of the Town from any liability which might be incurred against it as a result of any operation of the Contractor, his subcontractors, or their employees.

NOTICE The policy must contain a notation the insurer will give 30 days notice to the Town of Brookline prior to cancellation, change or non-renewal of the policy.

OCCURRENCE Notice of Occurrence is to be given to the Director of Buildings

CARRIER RATING Carriers MUST have an A.M. Best rating of A or better.

The Town reserves the right, at its sole discretion, to amend the insurance requirements set forth above.

Indemnification/Hold Harmless Agreement

The successful vendor shall, in addition to any other obligation, indemnify the Town and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the Town, their agents, officers, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged:

- Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- Violation of law, statute, ordinance, governmental administration order, rule or regulation by the vendor in the performance of the work; or
- Liens, claims, or actions made by the vendor or any sub-contractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the vendor or any sub-contractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the Town to enforce this agreement shall be borne by the vendor.

Awardees recognize the broad nature of this indemnification and hold harmless article and voluntarily make this covenant and expressly acknowledge the receipt of ten dollars payable upon receipt of first invoice and other good and valuable consideration provided by the Town in support of this indemnification in accordance with the laws of the Commonwealth of Massachusetts. This article will survive the termination of this contract.

TOWN OF BROOKLINE, MASSACHUSETTS PURCHASING DIVISION
333 WASHINGTON STREET BROOKLINE, MA 02445

REQUEST FOR PROPOSALS

Website Design Consultant for the Brookline Public Library

Price Proposal

TO BE SUBMITTED IN ENVELOPE A

Marked as Follows:

Price Proposal - Website Design Consultant for the Brookline Public Library
Reference # P-16-18

Bidder's Name _____
Name of Individual or Company Making Proposal

The prices quoted below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by the contractor. The Town of Brookline will not pay for travel time or any travel related expenses.

We herewith propose to provide Website Design Consultant services in accordance with our technical proposal and otherwise as noted below.

Price

Total Flat Fee Proposal

\$ _____

Please detail in an attachment submitted with your Price Proposal, the hourly rates of staff, anticipated amount of time to be spent by each staff person and on what task. Also include a line item for specific reimbursable expenses, if any.

Note: Five (5) copies of proposal are to be submitted.

TOWN OF BROOKLINE, MASSACHUSETTS PURCHASING DIVISION
333 WASHINGTON STREET BROOKLINE, MA 02445

REQUEST FOR PROPOSALS

Website Design Consultant for the Brookline Public Library

Technical Proposal

TO BE SUBMITTED IN ENVELOPE B

Marked as Follows:

Technical Proposal - Website Design Consultant for the Brookline Public Library
Reference # P-16-18

Bidder's Name _____
Name of Individual or Company making Proposal

The following are to be attached to this proposal form. (Responses should be detailed in accordance with the previous specific requests for information under "Technical Proposal" in the RFP document)

1. A synopsis of similar projects.
2. A synopsis of other significant consulting projects related to Website Design Consultant for the Brookline Public Library and samples of previous websites.
3. Resumes of key personnel.
4. A reference list with the name, address, telephone number, date of service and contact person's name for Website Design Consultant services. List any and all Massachusetts governmental accounts serviced.
5. Number of consecutive years the proposer has been engaged in directly related consulting services and a summary of the firm's financial status.
6. A completed Proposal Signature Form.

Note: Five (5) copies of proposal are to be submitted.

TOWN OF BROOKLINE, MASSACHUSETTS PURCHASING DIVISION
333 WASHINGTON STREET BROOKLINE, MA 02445

REQUEST FOR PROPOSALS

Website Design Consultant for the Brookline Public Library

PROPOSAL SIGNATURE FORM

The undersigned, hereafter called the proposer, having fully familiarized himself with all of the proposer documents, hereby agrees and declares:

1. That prices inserted cover all services, labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M.G.L. Ch. 62C, sec. 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The following items are to be completed by the proposer:

Title of Proposal _____

Guaranteed Date of Completion _____

Company Name _____

Company Address _____

Social Security or Federal Identification Number _____

Our company is: A Corporation _____ A Partnership _____ Individually Owned _____

Signature of Company Official _____

Title _____

Telephone Number _____ Facsimile Number _____

Email Address _____



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

INSTRUCTIONS TO PROPOSERS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **REQUEST FOR PROPOSAL**, which is enclosed herewith, is an integral part of these instructions.
2. **BID (VENDOR) LISTS**. Vendors who wish to remain on the active bid list must either submit a proposal or a letter of explanation as to the reason for not submitting same, no later than the official PROPOSAL OPENING.
3. **MARKING ENVELOPS**. The Proposal must be filled out on the form(s) prescribed and enclosed in sealed envelopes which shall be marked on the outside with the word "TECHNICAL PROPOSAL" or "PRICE PROPOSAL", the Proposal Title, Proposal Reference Number, and the name and address of the proposer.
4. **SAMPLE**. The Chief Procurement Officer may require the submission of samples either before or after the award of a contract, at no charge to the Town, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official PROPOSAL OPENING. Failure to submit said samples may be regarded as a basis for rejecting a proposal. Samples may be impounded until satisfactory completion of a contract. Otherwise, the bidder must call for all samples within (30) days of the award of contracts or said samples will be presumed abandoned and the Chief Procurement Officer will dispose of them as he sees fit.
5. **TAXES**. Purchases by the Town of Brookline are exempt from federal, state or municipal sales and/or excise taxes.
6. **PRICE PROPOSAL FORM**. The proposal price(s) must be typewritten in or written in ink in the space(s) provided on the official PRICE PROPOSAL FORM. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Proposal prices shall encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing and the cost of delivery.

INSTRUCTIONS TO PROPOSERS - Page 2.

7. CASH TERMS. Discounts for prompt payment will be considered when making awards. Minimum time for discount consideration is twenty (20) days.

8. PROPOSAL DOCUMENTS. The proposer is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all proposals are based upon full compliance with the various provisions contained in said documents. The documents comprising the proposal consist of (a) Request for Proposal (b) Article XXIX of the Town of Brookline By-Laws relating to non-discrimination in employment (c) Instructions to Proposers (d) General Conditions (e) Special Conditions (if any) (f) Specifications, and (g) Price Proposal Form. The same documents will be incorporated into the contract documents. One set of the Request for Proposal is given to each proposer. A complete, original set of documents is to be returned, properly signed and executed. A copy of the documents submitted should be kept for the proposer's file.

9. MINORITY BUSINESS ENTERPRISE PROGRAM. Minority and women owned business enterprises are encouraged to submit bids and will be given every opportunity to participate in Town of Brookline contracts.

10. NOTICE CONCERNING UNEXPECTED CLOSURES: If, at the time of the scheduled proposal opening, Town Hall is closed due to inclement weather or other unforeseeable events, the proposal opening will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to Robert Sneirson, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone (617) 730-2328; TDD (617) 730-2327; or e-mail at rsneirson@brooklinema.gov



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

GENERAL CONDITIONS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **AWARD DATE.** Award will be made within forty-five (45) days after the BID OPENING unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties concerned.

2. **EQUIVALENTS.** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the contractor may select one of the items. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID FORM the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and shall submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid Form will be interpreted to conclude that the bidder will furnish the specified item.

3. **DELIVERIES.** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the notice of award. All deliveries must be made inside the building and to the appropriate storeroom as designated by the custodian. Sidewalk or tailgate deliveries will not be accepted. Town personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. All items of furniture must be delivered inside the building, in place, set up ready for use. Deliveries are to be made between 8:30 A.M. and 4:00 P.M., Monday through Thursday, except on holidays. Friday deliveries shall be made between 8:30 A.M. and 12:00 Noon. All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Town of Brookline until such items are accepted by the receiving department. The contractor must replace, without further cost to the Town of Brookline, such damaged or non-complying items before payment will be made.

GENERAL CONDITIONS - PAGE 2

4. **LABELING.** All packages, cartons, or other containers must be clearly marked with (a) building and room designation; (b) description of contents or item number from specifications; (c) quantity; (d) Town of Brookline's purchase order number; and (e) Vendor's name and order number.

5. **GUARANTEES.** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Chief Procurement Officer.

6. **RIGHT TO KNOW.** Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111F SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing such substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the contractor.

- (e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
- (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of Section 4.4.1(a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

- (f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts:

- (a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
- (b) those involving standard commercial supplies or raw materials
- (c) When the contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit
- (d) when the contractor employs fewer than six persons
- (e) when the total value of the contract is less than \$10,000.00
- (f) contracts involving joint purchases with the state
- (g) contracts with the Commonwealth for construction of public works
- (h) contracts for financial assistance with a government or governmental agency
- (i) notes and bonds of the Town
- (j) employment by the Town of officers and employees of the Town
- (k) whenever it is deemed necessary or appropriate the Board of Selectmen, upon the advice and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

SECTION 4.4.3 REQUEST FOR PROPOSALS

All requests for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provisions of this Article of the By-laws, relating to non-discrimination in employment.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.8

LIVING WAGE BY-LAW

SECTION 4.8.1 TITLE

This By-Law shall be known as the "Living Wage By-Law."

SECTION 4.8.2 LIVING WAGE

- (a) The town of Brookline ("town") shall pay each of its employees no less than \$10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.
- (b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the "living wage" and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full-time, nonunion town employees on the town's general pay schedule, beginning in the year 2003.

- (c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) and (d) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings. These fact sheets and posters shall include:

- (a) notice of the living wage amount;
- (b) notice of the town minimum wage amount under Section 4.8.3;
- (c) a summary of the By-Law provisions;
- (d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town's Human Resources By-Law (Section 3.15.11) or, if a School Department employee, a complaint with the Assistant Superintendent of Schools for Personnel; notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

SECTION 4.8.5

EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

- (a) seasonal employees who work less than six months in any twelve-month cycle;
- (b) employees participating in a work-study or cooperative educational program;
- (c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
- (d) town library Junior Library Pages;
- (e) Putterham Meadows Golf Course rangers;
- (f) volunteers and all persons appointed or elected to town committees;
- (g) elected officers of the town.

SECTION 4.8.6

APPLICATION/ENFORCEMENT/REMEDIES

a. Definitions:

In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

Covered employer means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

Services means the furnishing of labor, time, or effort by a contractor and/or covered employer.

Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

b. Application of Living Wage By-Law to Contracts

After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage, shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

c. Enforcement

Grievance procedures and nondiscrimination. Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen. Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

Investigations. The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the

production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this By-Law.

Retaliation and Discrimination Barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the article. The Town shall investigate allegations of retaliation or discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

d. Remedies

In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

- (1) The town may pursue the following remedies and relief:
 - a. Fines not to exceed \$300.00 for each week, for each employee found to have not been paid in accordance with this article; and
 - b. Suspension of ongoing contract and subcontract payments.
- (2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.
- (3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

SECTION 4.8.7

SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

PROPOSAL SIGNATURE FORM

The undersigned, hereafter called the proposer, having fully familiarized himself with all of the proposer documents, hereby agrees and declares:

1. That prices inserted cover all services, labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. That if a substitute manufacturer's name or model number is not inserted by the proposer under the appropriate column, it is understood that the proposer will furnish only the specified item and no substitute will be accepted.
3. Pursuant to M.G.L. Ch. 62C, sec. 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The following items are to be completed by the proposer:

Title of Proposal _____

Guaranteed Date of Completion _____

Company Name _____

Company Address _____

Social Security or Federal Identification Number _____

Our company is: A Corporation _____ A Partnership _____ Individually Owned _____

Signature of Company Official _____

Telephone Number _____

Facsimile Number _____

Email Address _____

Terms: _____ % _____ Days, Net _____ Days



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

CERTIFICATE OF NON – COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of Business

CERTIFICATE OF VOTE

I, _____, Clerk of

_____, hereby certify that, at a meeting of

the Board of Directors of said Corporation duly held on _____, 20____, at which a quorum was present and voting (Date must be earlier than contract) throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or obligation by such _____ to be valid and

(NAME OF OFFICER)

binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Brookline."

I further certify that _____ is the
(NAME OF OFFICER)

duly elected _____ of said Corporation.
(TITLE)

Signed _____
(CLERK-SECRETARY)

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____
(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.